

**VOLUNTARY AGREEMENT**

Made this 18 of April, 1994, by and between

PARADISE INC. t/a PIZZERIA PARADISO  
2029 P St., N.W.  
("Applicant")

AND

DUPONT CIRCLE ADVISORY NEIGHBORHOOD COMMISSION 2B  
1526 Connecticut Ave., N.W.  
Washington, DC 20036  
("Protestant")

**WHEREAS**, Applicant's application for renewal of a Retailer's Class "DR" License (Case No. 30263) is pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

**WHEREAS**, the premises 2029 P St., N.W. are within the jurisdictional boundaries of Protestant Dupont Circle Advisory Neighborhood Commission 2B (ANC 2B); and

**WHEREAS**, Dupont Circle ANC 2B is recognized by the Board as a protestant in said case; and

**WHEREAS**, Applicant and Protestant mutually desire to resolve said protest;

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth below, and subject to the approval of this Agreement by the Board, the parties agree as follows:

- 1) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will maintain a contract in force with a trash hauler to remove Applicant's garbage and trash at least six days a week between the hours of 7 a.m. and 10 p.m.
- 2) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will store all garbage and trash in closed, rodent-free containers. Applicant shall be responsible for the physical security of the containers and must take all reasonable steps, including, if necessary, construction of a shed or other structure to control and restrict access to the garbage containers.
- 3) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will maintain the front and back stairs and deck of the premises and the trash storage area free

to all food and other debris (including oil and grease), and will, as necessary, hose down the trash storage area. Applicant will also maintain the cleanliness of the "public parking" (as such term is defined for the purposes of 24 DCMR, Section 299.1) and sidewalk fronting the building at 2029 P Street, N.W.

4) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant and Protestant acknowledge the owner of the premises currently maintains three (3) spotlights on the back and side exterior walls, respectively, to discourage use of this part of the premises for any activities except parking.

5) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will prohibit its employees and vendors from playing music and banging pots and pans outside, and will ensure that all exterior doors of the premises are not propped open except as may be necessary for deliveries and will ensure that no excessive noise emanates from the premises.

6) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will post the following notice in a prominent place at the exits of the premises:

PLEASE RESPECT OUR NEIGHBORS  
~~THIS IS A RESIDENTIAL NEIGHBORHOOD.~~  
Please exit quietly.

AT. RB

7) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will maintain a contract with a pest control company and will conduct its business so as to comply with all applicable food and health regulations.

8) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will not permit the use of its one (1) leased parking space in the rear of the premises for any purpose except parking autos or trucks; all other uses, including recreational uses of the parking area, will be prohibited. With the cooperation of the owner of the premises and the other tenants at 2029 P Street, Applicant will ensure that the parking area will not be used by its customers and the existing gate controlling access to the parking area is locked after 7:00 p.m. so that its customers and unauthorized persons are not able to park vehicles in the parking area.

9) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will comply with all applicable signage regulations, including those for historic districts, and will remove any signage that is not in compliance.

10) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant will comply with all legal ventilation requirements, especially taking care to vent food odors above the rooftop of 2029 P Street, and will take all necessary steps

to correct any ventilators that are not in compliance.

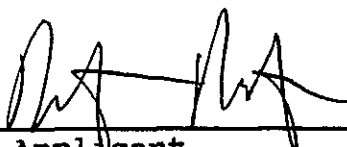
11) From the date of adoption of this agreement by the Board and throughout the term thereof, Applicant agrees not to change the hours of operation listed in Application 30263, without due notice to and approval of the ~~Protestant ANC~~. ABC Board. <sup>ANC</sup>

12) In consideration of, and reliance upon, the foregoing commitments, Protestant hereby agrees to withdraw its protest to the Applicant's case number 30263.

Protestant agrees to notify Applicant of any alleged violations of this agreement and will give Applicant fourteen (14) calendar days to correct the violations before notifying the Board. However, the Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for Protestant to petition the Board for a Show Cause Hearing pursuant to 23 DCMR 1513.5, or for imposition of any fines that may be applicable for violation of a Voluntary Agreement.


This Agreement shall not preclude Protestant from exercising any other rights under the ABC statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

**IN WITNESS WHEREOF**, the parties have affixed hereunto their signatures:

  
\_\_\_\_\_  
for Applicant  
Paradise, Inc.

PETER PASTAN  
\_\_\_\_\_  
Print Name

4/20/94  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
for Protestant  
Dupont Circle ANC 2B

RUSSELL GAMBLE  
\_\_\_\_\_  
Print Name

4/18/94  
\_\_\_\_\_  
Date